

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA
(WILKES-BARRE)**

In Re:	:	
	:	
Pedro Cordero	:	Chapter 13
	:	Case No. 5:18-bk-00010-RNO
	:	
	:	
Debtor	:	11 U.S.C. §362(d) and §1301
	:	
U.S. Bank Trust National Association	:	
as Trustee of Lodge Series IV Trust	:	
	:	
Movant	:	
v.	:	
	:	
Pedro Cordero	:	
	:	Hearing: June 25, 2020 at 9:30 a.m.
Debtor	:	
And	:	
	:	
CHARLES J. DEHART, III, ESQUIRE	:	
Trustee	:	
	:	
Respondents	:	

**STIPULATION IN LIEU OF TRIAL IN SETTLEMENT OF
MOTION FOR RELIEF FROM THE AUTOMATIC STAY
AND CO-DEBTOR STAY**

This matter having been brought before the Court on a Motion for Relief From the Automatic Stay by Brian E. Caine, Esq., attorney for U.S. Bank Trust National Association, as Trustee of the Lodge Series IV Trust, its successors and/or assigns, (hereinafter “Movant”), and the Debtor, Pedro Cordero having opposed such Motion through their counsel, Vern Lazaroff, Esquire, and the parties having resolved said Motion as hereinafter set forth and by the agreement of all counsel, the parties hereby stipulate:

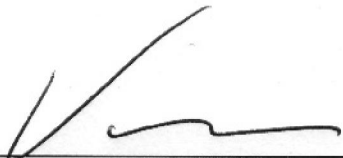
1. As of June 25, 2020, the post-petition arrears are \$2,478.24. This represents the payments of \$771.98 each due March 1, 2020 to June 1, 2020 with a suspense balance of \$609.68.
2. The Debtor agrees to reimburse Movant the sum of \$1,031.00 for attorney's fees and costs incurred by Movant in the prosecution of its application for relief from stay as follows:
3. Commencing with the July 1, 2020 monthly post-petition mortgage payment and continuing each month thereafter through and including the March 1, 2021 monthly post-petition mortgage payment, Debtor shall reimburse Movant the aforesaid arrears (\$2,478.24) and fees and costs (\$1,031.00), by tendering directly to Movant the regular monthly post-petition mortgage payment plus an additional payment of \$389.92 (which represents 1/9 of the total sum of the arrears and attorney fees and costs).
4. Commencing with the April 1, 2021 regular monthly post-petition mortgage payment and continuing each month thereafter for the duration of this Chapter 13 proceeding, Debtor shall remit payments directly to Movant as same come due.
5. **Default Clause:** If the Debtor should default and fail to make the payments stated herein or any future payments that come due during the pendency of this case to Movant, then Movant may send the Debtor and Debtor's attorney a notice of default with a 14 day right to cure said default. If the default is not cured, then Movant may certify default with the Court and the Court shall enter a General Relief Order, vacating the automatic stay of 11 U.S.C. §362(a) and co-debtor stay of §1301 with respect to the realty commonly known as 800 Wagoner Place, Hawley, PA 18428.

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6. That the parties agree that a facsimile signature shall be considered an original signature.

The parties request that the attached Order be approved by the Court.


We hereby agree to the form and entry of this Order:



Vern Lazaroff, Esquire
Attorney for the Debtor

/s/Brian E. Caine

Brian E. Caine, Esquire
Attorney for Movant



Agatha McHale, Esq.

For Charles J. DeHart, III
Chapter 13 Trustee